

**A RESOLUTION**

**BY COUNCIL MEMBER JIM MADDOX**

**AUTHORIZING THE MAYOR TO ENTER INTO A  
CONSERVATION EASEMENT BETWEEN THE  
CITY OF ATLANTA AND COVENTRY STATION  
PARTNERS, LLC FOR THE PROTECTION OF  
TREES; AND FOR OTHER PURPOSES**

**WHEREAS**, Coventry Station Partners, LLC (hereinafter the “Developer”) has undertaken to develop approximately 104 acres of land in the area of Greenbriar Mall and has been eager to construct a quality mixed-use development, which will be a community asset on its property; and

**WHEREAS**, the Developer is the fee-simple owner of these three separate parcels of real estate in the area more specifically described in Exhibit “A,” which is attached hereto and made a part hereof by this reference (herein collectively called the “Properties”); and such Properties are also depicted as the shaded areas on the attached Exhibit “B;” and

**WHEREAS**, the Developer is willing to grant and dedicate a perpetual conservation easement over these properties, thereby restricting and limiting the use of the properties, on the terms and conditions and for the purposes set forth within the conservation easement; and

**WHEREAS**, the Grantor and Grantee recognize the value of establishing this conservation easement in order to protect their natural and open-space values to assure their open space use, and protect their natural resource and maintain and enhance adjacent air and water quality and protect trees; and

**WHEREAS**, the City and the Developer agree that it will be in the best interest of the City to accept this conservation easement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF  
THE CITY OF ATLANTA, GEORGIA** as follows:

**SECTION 1:** The Mayor is authorized to execute a conservation easement by and between the City of Atlanta and Coventry Station Partners, LLC or its successors in interest as Grantor. Said conservation easement shall be substantially in the form as attached hereto and incorporated herein by this reference as Exhibit “C.”

**SECTION 2:** The City Attorney is authorized to repair and review all necessary contractual arrangements and the Mayor is authorized to execute all necessary agreements after approval by the City Attorney as to form.

**SECTION 3:** Said conservation easement shall not be binding on the City and the City shall not assume any obligations hereunder until executed by the Mayor.

**SECTION 4:** The Mayor, as designee, is authorized to carry out any and all rights and duties of enforcement under the conservation easement, including but not limited to the ability to determine, pursuant to applicable provisions of the agreement.

**SECTION 5:** All resolutions and parts of resolutions in conflict herewith this Resolution are hereby repealed to the extent of any such conflict.

## EXHIBIT A

### Tract 1 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 252 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the northerly right-of-way of Greenbriar Parkway (70' R/W); thence along the northerly right-of-way of Greenbriar Parkway North 89 degrees 25 minutes 23 seconds East a distance of 598.28 feet to a point; thence North 83 degrees 22 minutes 42 seconds East a chord distance of 79.46 feet to a point; said point being the POINT OF BEGINNING; thence continuing along said right-of-way North 54 degrees 50 minutes 41 seconds East a chord distance of 288.61 feet to a point; thence North 35 degrees 04 minutes 06 seconds East a chord distance of 55.55 feet to a point; thence leaving said right-of-way, North 00 degrees 11 minutes 22 seconds East a distance of 219.23 feet to a point; Thence North 29 degrees 18 minutes 50 seconds West a distance of 78.11 feet to a point; Thence North 79 degrees 19 minutes 44 seconds East a distance of 22.27 feet to a point; Thence North 02 degrees 52 minutes 02 seconds West a distance of 181.68 feet to a point; Thence North 05 degrees 49 minutes 13 seconds West a distance of 328.42 feet to a point; Thence North 19 degrees 51 minutes 42 seconds West a distance of 316.58 feet to a point; Thence North 14 degrees 08 minutes 24 seconds East a distance of 364.92 feet to a point; Thence North 26 degrees 05 minutes 54 seconds West a distance of 664.31 feet to a point; Thence South 87 degrees 27 minutes 27 seconds West a distance of 303.21 feet to an iron pin; Thence along boundary line adjacent to Sheetz Associates, Incorporated, South 01 degrees 38 minutes 20 seconds East a distance of 391.39 feet to an iron pin; Thence continuing along the boundary line North 88 degrees 58 minutes 21 seconds East a distance of 260.59 feet to an iron pin; Thence South 00 degrees 05 minutes 55 seconds East a distance of 1679.10 feet to an iron pin; Thence leaving said boundary, South 88 degrees 32 minutes 51 seconds East a distance of 135.00 feet to a point; Thence South 01 degrees 27 minutes 09 seconds West a distance of 181.44 feet to a point on the northerly right-of-way of Greenbriar Parkway, said point being the POINT OF BEGINNING.

Said Easement containing 16.93 acres, more or less.

## EXHIBIT A

### Tract 2 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 252 and 253 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the southerly right-of-way of Greenbriar Parkway (70' R/W); thence along the southerly right-of-way of Greenbriar Parkway North 89 degrees 25 minutes 23 seconds East a distance of 82.95 feet to a point; said point being the POINT OF BEGINNING; thence leaving said right-of-way South 02 degrees 19 minutes 31 seconds East a distance of 205.98 feet to a point; thence North 84 degrees 42 minutes 04 seconds East a distance of 51.45 feet to a point; thence South 75 degrees 24 minutes 40 seconds East a distance of 327.03 feet to a point; Thence South 39 degrees 15 minutes 20 seconds East a distance of 42.44 feet to a point; Thence South 80 degrees 09 minutes 39 seconds East a distance of 110.25 feet to a point; Thence South 28 degrees 33 minutes 58 seconds East a distance of 53.05 feet to a point; Thence South 42 degrees 35 minutes 06 seconds West a distance of 62.99 feet to a point; Thence South 39 degrees 15 minutes 20 seconds East a distance of 385.75 feet to a point on boundary line adjacent to Virginia Crumley; Thence following said line, North 87 degrees 36 minutes 38 seconds East a distance of 336.04 feet to a point; Thence leaving boundary, North 42 degrees 40 minutes 10 seconds West a distance of 74.03 feet to a point; Thence North 20 degrees 52 minutes 46 seconds East a distance of 51.68 feet to a point; Thence North 57 degrees 39 minutes 54 seconds West a distance of 143.09 feet to a point; Thence North 00 degrees 25 minutes 56 seconds West a distance of 133.29 feet to a point; Thence South 85 degrees 51 minutes 15 seconds West a distance of 208.63 feet to a point; Thence North 35 degrees 08 minutes 34 seconds West a distance of 192.73 feet to a point; Thence North 00 degrees 02 minutes 58 seconds West a distance of 243.13 feet to a point; Thence North 09 degrees 49 minutes 41 seconds West a distance of 155.94 feet to a point on the southerly right-of-way of Greenbriar Parkway (70' R/W); Thence along said right-of-way South 79 degrees 44 minutes 25 seconds West a chord distance of 150.46 feet to a point; Thence leaving said right-of-way, South 02 degrees 19 minutes 31 seconds East a distance of 124.69 feet to a point, Thence South 88 degrees 03 minutes 17 seconds West a distance of 306.12 feet to a point, Thence North 02 degrees 19 minutes 31 seconds West a distance of 132.00 feet to a point on the southerly right-of-way of Greenbriar Parkway; Thence along said right-of-way South 89 degrees 25 minutes 23 seconds West a distance of 207.85 feet to a point, said point being the POINT OF BEGINNING.

Said Easement containing 7.07 acres, more or less.

## EXHIBIT A

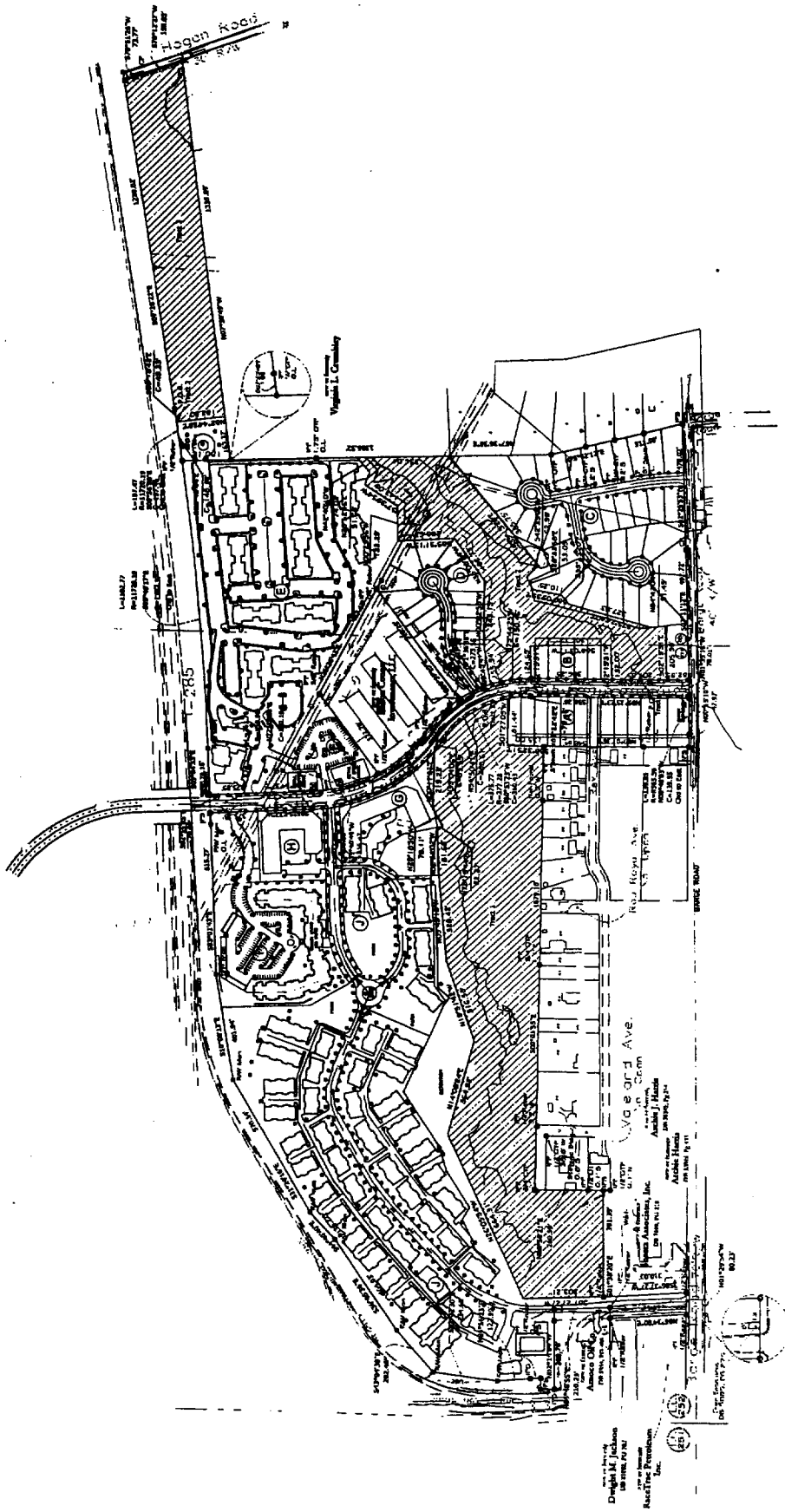
### Tract 2 Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 253 of the 14th District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right-of-way of Barge Road (40' R/W) and the southerly right-of-way of Greenbriar Parkway (70' R/W); thence along the easterly right-of-way of Barge Road (40' R/W) South 02 degrees 11 minutes 12 seconds East a distance of 497.72 feet to a point; thence along said right-of-way South 02 degrees 25 minutes 53 seconds East a distance of 478.02 feet to an iron pin; thence leaving said right-of-way, North 75 degrees 42 minutes 12 seconds East a distance of 511.50 feet to an iron pin; thence North 87 degrees 36 minutes 38 seconds East a distance of 1356.52 feet to an iron pin on the westerly right-of-way of Interstate 285 (R/W varies); Thence along said right-of-way, South 08 degrees 49 minutes 44 seconds East a chord distance of 148.14 feet to a point, said point being the POINT OF BEGINNING; Thence along said right-of-way South 09 degrees 18 minutes 42 seconds East a chord distance of 49.33 feet to a point; Thence South 09 degrees 28 minutes 22 seconds East a distance of 1238.02 feet to a point at the intersection of the westerly right-of-way of Interstate 285 (R/W varies) and the northerly right-of-way of Hogan Road (30' R/W); Thence along the northerly right-of-way of Hogan Road (30' R/W) South 70 degrees 51 minutes 26 seconds West a distance of 73.77 feet to a point; Thence South 70 degrees 12 minutes 27 seconds West a distance of 158.03 feet to an iron pin on said right-of-way; Thence leaving said right-of-way North 07 degrees 30 minutes 49 seconds West a distance of 1335.89 feet to a point; Thence North 82 degrees 44 minutes 28 seconds East a distance of 182.80 feet to a point on the westerly right-of-way of Interstate 285 (R/W varies), said point being the POINT OF BEGINNING.

Said Easement containing 6.17 acres, more or less.

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COVENTRY STATION  
 CONSERVATION EASEMENT EXHIBIT  
 EXHIBIT "B"  
 TRACT 1, 2 & 3  
 CITY OF ATLANTA  
 FULTON COUNTY, GEORGIA

tabbles

**EXHIBIT**

B

Scale: 1" = 600'

STATE OF GEORGIA  
COUNTY OF FULTON

**GRANT OF CONSERVATION EASEMENT**

**THIS GRANT OF CONSERVATION EASEMENT** (" Conservation Easement") is made this 10<sup>th</sup> day of March, 2006, by and between **COVENTRY STATION PARTNERS, LLC** (hereinafter referred to as "Grantor") and the **CITY OF ATLANTA**, a political subdivision of the State of Georgia, (herein called "Grantee").

**WHEREAS**, Grantor is the owner in fee simple of three (3) separate parcels of real property described in **Exhibit A** attached hereto and made a part hereof (hereinafter collectively called the "Properties"); such Properties are also depicted as the "hatched" or shaded areas on the attached **Exhibit B**.

**WHEREAS**, Grantor is willing to grant and dedicate a perpetual conservation easement over those Properties, thereby restricting and limiting the use of the Properties, on the terms and conditions and for the purposes set forth herein; and, Grantee in a trust capacity is willing to accept this Conservation Easement; and

**WHEREAS**, the Grantor and Grantee recognize the value of establishing this Conservation Easement over and upon the Properties in order to protect their natural and open-space values, to assure their open-space use, to protect their natural resources and to maintain or enhance the adjacent air and water quality; and

**WHEREAS**, the Grantee is authorized by the laws of the State of Georgia to accept, hold and administer this Conservation Easement under the terms and conditions herein described; and

**WHEREAS**, the Grantee is willing to accept this Conservation Easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein;

**NOW, THEREFORE, WITNESSETH:** The Grantor, for and in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, and as an absolute and unconditional gift, does hereby irrevocably and unconditionally grant, convey and dedicate unto the Grantee, its successors and assigns forever and in perpetuity this Conservation Easement with the nature and character as hereinafter set forth, on, over and across the Properties, whose legal descriptions are set forth in **Exhibit A**, and which are also depicted as the hatched or shaded areas on **Exhibit B**.

The purposes of this Conservation Easement are to preserve and protect the conservation values of the Properties, to maintain the Properties in an undisturbed state, and to prevent any use of the

**EXHIBIT**

Properties that will significantly impair or interfere with the conservation values or interests of the Properties. To achieve these purposes, the following conditions and restrictions are set forth:

## **ARTICLE I. DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, and its representatives, successors, assigns, lessees, agents and licensees.

## **ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Properties inconsistent with the purpose of this Conservation Easement is prohibited. The Properties shall be maintained in their natural and open condition and restricted from any development (except as set forth below). All rights reserved by Grantor herein are considered to be consistent with the purposes of this Conservation Easement and, except to the extent that prior written approval of Grantee is required by any term hereof, require no prior notification to or approval by Grantee. Except as allowed or provided elsewhere in this Conservation Easement, Grantor agrees that neither it, nor its agents or successors shall engage in any of the following activities and uses:

- A. Any subdivision of the Properties.
- B. Any intentional change, disturbance, alteration or impairment of the natural and esthetic features of the Properties.
- C. Any industrial, institutional or commercial activities on the Properties, except that the Properties may be used for the purpose of environment education, nature study, and walking trails.
- D. Any logging or cutting of any tree (other than a diseased tree), exceeding three (3) inches in diameter unless the cutting is necessary for the installation of walking trails, or the installation of underground utilities, or as may be approved in writing by Grantee that will not threaten or destroy the conservation values of the Properties.
- E. Any discharge of firearms on the Properties.
- F. Any display of billboards, signs or advertisements on or over the Properties, except the posting of signs identifying the walking trails or designating that the Properties are subject to a conservation easement.
- G. Any dumping of soil, trash, ashes, garbage, waste, vehicles, appliances, machinery, or other materials on the Properties.
- H. Any filling, excavation, dredging, drilling, or removal of topsoil, sand, gravel, rock, peat or minerals.
- I. Any residential use, or the erection or placement of any building or mobile home on the Properties.

## **ARTICLE III. RESERVED RIGHTS**

Grantor reserves to itself and its personal representatives, heirs, executors, administrators, successors and assigns all rights of the fee owner of the Properties, all rights of entry and access, and all uses and all other rights accruing from its and their ownership of the Properties not inconsistent with the terms of this Conservation Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved by the Grantor:

- A. The right to take action necessary to prevent erosion on the Properties or to protect public health or safety.



B. The right to lease or to grant, sell, assign or otherwise convey the Properties or any portion thereof by operation of law or by deed, in each case subject and subordinate to this Conservation Easement.

C. All rights of access to and use of the Properties.

D. The right to construct and maintain pedestrian or walking trails within the Properties.

E. The right to construct and maintain fences or retaining walls along or adjacent to the boundaries of the Properties.

F. The right to install and maintain any underground utilities necessary in connection with Grantor's development of the surrounding properties and its project known as Coventry Station.

#### ARTICLE IV. ENFORCEMENT AND REMEDIES

Only Grantee shall be entitled to enforce this Conservation Easement, and Grantee may undertake actions that are reasonably calculated to insure that the intent of this Conservation Easement is achieved. No failure on the part of Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other condition, or provision hereof or affect the right of Grantee to enforce the same in the event of a subsequent occurrence. Grantee, its employees and agents and its successors and assigns, shall have the right to enter the Properties at reasonable times for the purpose of inspecting the Properties to determine whether the terms, conditions and restrictions of this Conservation Easement are being complied with. Grantee shall not, however, have the right to bring any action for any injury or change in the Properties resulting from causes beyond the Grantor's control including, without limitation, fire, flood, storm, erosion, earth movement, acts of third parties, or from any prudent action taken in good faith by the Grantor under emergency conditions in order to prevent, abate, or mitigate significant injury to life, damage to other property or harm to the Properties.

The Grantor covenants and represents that the Grantor is the sole owner and is seized of Properties in fee simple and has good right to grant and convey this Conservation Easement.

#### ARTICLE V. MISCELLANEOUS

A. If a change in conditions makes any continued protection of the Properties for conservation purposes impossible or impractical, the restrictions contained herein may only be extinguished by judicial proceeding.

B. Grantor shall have the right to convey all or any portion of the Properties; provided, however, that any such conveyance shall be subject to the terms and provisions of this Conservation Easement whether so stated or not, and all parties hereafter taking or holding title to or an interest in the Properties shall do so subject to the terms hereof. Grantee acknowledges and agrees that the Properties may be conveyed to an owners' association comprised of owners within the "Coventry Station" project.

C. This Conservation Easement shall be construed to promote the purposes of the Uniform Conservation Easement Act, O.C.G.A. § 44-10-1, *et seq.*, which authorizes the creation of a Conservation Easement for purposes including those set forth herein.

D. This instrument, together with the Acceptance and the Exhibits attached hereto, sets forth the entire agreement of the parties with respect to a conservation easement on the Properties and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

E. Grantee shall record this instrument in a timely fashion in the official records of Fulton County, Georgia, and may re-record it at any time as may be required to preserve its rights hereunder. This Conservation Easement shall become effective upon its recordation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seals affixed, the day and year above written.

GRANTOR:

Signed, Sealed and Delivered  
in our presence:

Melissa Mulhall

Unofficial Witness

**COVENTRY STATION PARTNERS, LLC**  
a Georgia limited liability company,

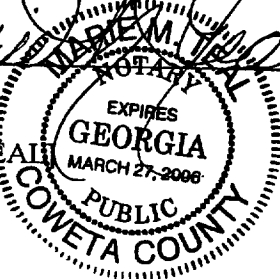
By: Priske-Jones Southeast Co.  
A Georgia corporation, its Manager

By:

James L. Knight, Jr.  
Vice-President

Melissa Mulhall  
Notary Public

[NOTARY SEAL]



### ACCEPTANCE

The undersigned does hereby consent to and accepts the Conservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Conservation Easement and accepts and agrees to the terms thereof. In consideration of the making of such Grant of Conservation Easement, the undersigned further agrees as follows:

1. That should it or its successors or assigns acquire the fee simple interest in and to the Properties, it shall not cause or permit the merger of such fee simple interest and the Conservation Easement;
2. Not to release the Conservation Easement to the holder of the fee interest unless such holder is an agency of the State of Georgia, a unit of local government or a not-for-profit corporation or trust whose primary purpose includes the conservation of land, natural and cultural resources, open space or water areas, or the preservation of native plants or animals, or biotic communities; and
3. That any subsequent transfer or conveyance of the Conservation Easement by it or its successors or assigns shall be in accordance with the terms of an act relating to conservation rights in real property, approved by the State, country or municipality in which the Conservation Easement is located, and shall not be in exchange for money, other property or services, but shall be for no consideration and each instrument of subsequent conveyance shall expressly set forth the same requirements.

The undersigned agrees that this Acceptance and its covenants and agreements hereunder shall be binding upon the undersigned and its successors and assigns.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned has executed and delivered this acceptance under seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

GRANTEE:

Signed, Sealed and Delivered  
in our presence:

CITY OF ATLANTA, GEORGIA, for the  
use and benefit of the public and its citizenry

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
President  
City of Atlanta City Council

\_\_\_\_\_  
Notary Public

ATTEST: \_\_\_\_\_  
Clerk to the President  
City of Atlanta City Council

My Commission Expires: \_\_\_\_\_

(Affix Seal)

[NOTARY SEAL]

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney